

Fill in this information to identify the case:

Debtor 1 Joyce Thomason

Debtor 2

United States Bankruptcy Court for the: Northern District of Mississippi

Case number : 19-14024

## Official Form 410S1

## Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment is due. See Bankruptcy Rule 3002.1.

Name of creditor:	<u>CARRINGTON MORTGAGE SERVICES, LLC</u>	Court claim no. (if known):	<u>N/A</u>
Last 4 digits of any number you use to identify the debtor's account:	<u>9592</u>	Date of payment change: Must be at least 21 days after date of this notice	<u>11/01/2019</u>
<i>Please be advised this notice of payment change is being filed to disclose the first post-petition payment amount which is governed by 3001. However, this is being filed for ease of notification and to ensure future compliance with FRBP 3002.1.</i>		New total payment: Principal, interest, and escrow, if any	<u>\$866.80</u>

### Part 1: Escrow Account Payment Adjustment

#### 1. Will there be a change in the debtor's escrow account payment?

No

Yes. Attach a copy of the escrow account statement prepared in a form consistent with the applicable nonbankruptcy law.

Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$253.97

New escrow payment: \$253.97

### Part 2: Mortgage Payment Adjustment

#### 2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

No

Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate:

Current Principal and interest payment:

New interest rate:

New principal and interest payment:

### Part 3: Other Payment Change

#### 3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

No

Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect).

Reason for change:

Current mortgage payment:

New mortgage payment:

Debtor 1 Joyce Thomason

First Name

Middle Name

Last Name

Case number (if known)

19-14024

## Part 4: Sign Below

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

/s/ Julian Cotton

Signature

10/26/2019

Date

Print: Julian Cotton

Title Authorized Agent for Creditor

Company Padgett Law Group

Address 6267 Old Water Oak Road, Suite 203

Tallahassee FL, 32312

Contact phone (850) 422-2520

Email

bkcrm@padgettlawgroup.com

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished to the parties on the attached Service List by electronic service and/or by First Class U.S. Mail on this the 26th day of October, 2019.

/S/ Julian Cotton

---

Julian Cotton  
PADGETT LAW GROUP  
6267 Old Water Oak Road, Suite 203  
Tallahassee, FL 32312  
(850) 422-2520 (telephone)  
(850) 422-2567 (facsimile)  
bkcrm@padgettlawgroup.com  
*Authorized Agent for Creditor*

**SERVICE LIST (CASE NO. 19-14024)**

Debtor  
Joyce Thomason  
9135 Tahoe Dr  
Olive Branch, MS 38654

Attorney  
Robert H. Lomenick, Jr.  
P.O. Box 417  
Holly Springs, MS 38635

Trustee  
Locke D. Barkley  
6360 I-55 North  
Suite 140  
Jackson, MS 39211

US Trustee  
U. S. Trustee  
501 East Court Street, Suite 6-430  
Jackson, MS 39201

MORTGAGE SERVICES, LLC Westfield, IN 46074

NMLS ID #2600

(800) 561-4567 FAX: (949) 517-5220

JOYCE W THOMASON  
9135 TAHOE DR  
OLIVE BRANCH

MS 38654

[REDACTED]

DATE: 10/08/19

\*\*\* ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - LAST CYCLES ESCROW ACCOUNT HISTORY \*\*\*

THIS HISTORY STATEMENT COMPARES YOUR PRIOR ANALYSIS CYCLE PROJECTED ESCROW ACTIVITY TO THE ACTUAL ESCROW ACTIVITY BEGINNING APRIL, 2019 AND ENDING MARCH, 2020. IF YOUR LOAN WAS PAID-OFF, ASSUMED, OR TRANSFERRED DURING THIS PRIOR CYCLE, OR THE COMPUTATION YEAR IS BEING CHANGED, ACTUAL ACTIVITY STOPS AT THAT POINT. THIS STATEMENT IS INFORMATIONAL ONLY AND REQUIRES NO ACTION ON YOUR PART.

--- YOUR PAYMENT BREAKDOWN AS OF APRIL, 2019 IS ---

PRIN & INTEREST	612.83
ESCROW PAYMENT	253.97
TOTAL	866.80

MONTH	-- PAYMENTS TO ESCROW --		-- PAYMENTS FROM ESCROW --		-- ESCROW BALANCE --		
	PRIOR	PROJECTED	ACTUAL	PRIOR	PROJECTED	DESCRIPTION	ACTUAL
APR	253.97 *		2120.00 *	26.65	26.65	HAZARD INS	= = = > 2347.32 5403.67-
MAY	253.97 *	0	26.65	PMI	26.65	PMI	681.96 5456.97-
JUN	253.97 *		26.65	PMI	26.65	PMI	909.28 5483.62-
JUL	253.97 *		26.65	PMI	26.65	PMI	1136.60 5510.27-
AUG	253.97 *		26.65	PMI	26.65	PMI	1363.92 5536.92-
SEP	253.97 *		26.65	PMI	26.65	PMI	1591.24 5563.57- ALP
OCT	253.97	E	26.65	PMI			1818.56 5563.57-
NOV	253.97	E	26.65	PMI			2045.88 5563.57-
DEC	253.97	E	26.65	PMI			2273.20 5563.57-
JAN	253.97	E	26.65	PMI			2500.52 5563.57-
FEB	253.97	E	26.65	PMI			2119.96 5563.57-
MAR	253.97	0	607.88	COUNTY TAX			2347.28 5563.57-
TOT	3047.64	0.00	3047.68		159.90		

UNDER FEDERAL LAW, WHEN YOUR ACTUAL ESCROW BALANCE REACHES ITS LOWEST POINT, THAT BALANCE IS TARGETED NOT TO EXCEED 1/6TH OF THE ANNUAL PROJECTED DISBURSEMENTS. YOUR LOAN DOCUMENTS OR STATE LAW MAY SPECIFY THAT YOUR LOWEST BALANCE MUST BE A LOWER AMOUNT THAN THE FEDERAL LAW ALLOWS.

UNDER YOUR MORTGAGE CONTRACT OR STATE OR FEDERAL LAW, YOUR TARGETED LOW POINT ESCROW BALANCE (TLP) WAS \$454.64. YOUR ACTUAL LOW POINT ESCROW BALANCE (ALP) WAS \$5,563.57-.

BY COMPARING THE PROJECTED ESCROW TRANSACTIONS WITH THE ACTUAL TRANSACTIONS YOU CAN DETERMINE WHERE A DIFFERENCE MAY HAVE OCCURRED. AN ASTERISK (\*) INDICATES A DIFFERENCE IN EITHER THE AMOUNT OR DATE OF THE PROJECTED ACTIVITY AND THE ACTUAL ACTIVITY. THE LETTER "E" BESIDE AN AMOUNT INDICATES THAT THE PROJECTED ACTIVITY HAS NOT YET OCCURRED DUE TO THE DATE OF THIS STATEMENT.

IF THERE ARE NO PRIOR PAYMENTS TO OR FROM ESCROW SHOWN, THERE WAS NO PRIOR PROJECTION TO WHICH THE ACTUAL ACTIVITY COULD BE COMPARED.

Your projected escrow balance consists of the following detail (an \* next to an amount indicates this is a total that represents more than one payment to or disbursement from escrow):

**Escrow payments up to escrow analysis effective date:**

12/17	\$240.50	01/18	\$240.50	02/18	\$4,584.29	*
-------	----------	-------	----------	-------	------------	---

\*\*\* ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - PROJECTIONS \*\*\*

PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE Affected. THIS STATEMENT TELLS YOU OF ANY CHANGES IN YOUR MORTGAGE PAYMENT, ANY SURPLUS REFUNDS, OR ANY SHORTAGE OR DEFICIENCY THAT YOU MUST PAY. IT ALSO SHOWS YOU THE PROJECTED ESCROW ACTIVITY FOR YOUR ESCROW CYCLE BEGINNING NOVEMBER, 2019 AND ENDING OCTOBER, 2020.

----- PROJECTED PAYMENTS FROM ESCROW - NOVEMBER, 2019 THROUGH OCTOBER, 2020 -----					
HOMEOWNERS INSU			2,120.00		
PMI			319.80		
COUNTY TAX			607.88		
TOTAL			3,047.68		
PERIODIC PAYMENT TO ESCROW			253.97 (1/12 OF "TOTAL FROM ESCROW")		

----- PROJECTED ESCROW ACTIVITY - NOVEMBER, 2019 THROUGH OCTOBER, 2020 -----

---- PROJECTED PAYMENTS -- -- ESCROW BALANCE COMPARISON --

MONTH	TO ESCROW	FROM ESCROW	DESCRIPTION	PROJECTED	REQUIRED
					ACTUAL
NOV, 19	253.97	26.65	PMI	2,045.92	2,045.92
DEC, 19	253.97	26.65	PMI	2,273.24	2,273.24
JAN, 20	253.97	26.65	PMI	2,500.56	2,500.56
FEB, 20	253.97	26.65	PMI	2,120.00	2,120.00
		607.88	COUNTY TAX		
MAR, 20	253.97	26.65	PMI	2,347.32	2,347.32
APR, 20	253.97	2,120.00	HOMEOWNERS INSU	454.64 ALP	454.64 RLP
		26.65	PMI		
MAY, 20	253.97	26.65	PMI	681.96	681.96
JUN, 20	253.97	26.65	PMI	909.28	909.28
JUL, 20	253.97	26.65	PMI	1,136.60	1,136.60
AUG, 20	253.97	26.65	PMI	1,363.92	1,363.92
SEP, 20	253.97	26.65	PMI	1,591.24	1,591.24
OCT, 20	253.97	26.65	PMI	1,818.56	1,818.56

\*\*\*\*\* CONTINUED ON NEXT PAGE \*\*\*\*\*

----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE PROJECTED LOW POINT BALANCE (ALP) IS  
GREATER THAN THE REQUIRED LOW POINT BALANCE (RLP) ,  
THEN YOU HAVE AN ESCROW SURPLUS....

YOUR ESCROW SURPLUS IS.... 0.00 \*

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$565.74.

----- CALCULATIONS OF YOUR NEW PAYMENT AMOUNT -----

PRIN & INTEREST	612.83 *
ESCROW PAYMENT	253.97
BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 11/01/19	==> 866.80

\* IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

NOTE : YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$507.94. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT. YOUR ESCROW CUSHION FOR THIS CYCLE IS \$454.64.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN \* NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

**Escrow payments up to escrow analysis effective date:**  
12/17      \$240.50      01/18      \$240.50      02/18      \$6,362.08\*

**Escrow disbursements up to escrow analysis effective date:**  
10/19      \$26.65      PMI

**IMPORTANT BANKRUPTCY NOTICE**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**CREDIT REPORTING**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**MINI MIRANDA**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**HUD COUNSELOR INFORMATION**

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

**EQUAL CREDIT OPPORTUNITY ACT NOTICE**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.